

1 (July 31, 1995)

2 Section 1-08.5 is revised to read:

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4 All calendar days including Saturday, Sunday, and holidays shall be considered
5 working days; therefore, working days, and calendar days will be used
6 interchangeably in these Specifications for this project.

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8 This project shall be satisfactorily physically completed within the number of
9 calendar days established in the proposal. Contract time shall begin on the first
10 working day following the 10th calendar day after the date the Contracting
11 Agency executes the contract. Upon physical completion of all work required by
12 the contract, the Engineer will advise the Contractor in writing of the date all
13 work is physically completed. This date will constitute the date of physical
14 completion of the contract.

15
16 The Engineer will give the Contractor written notice of the completion date of the
17 contract after all the Contractor's obligations under the contract have been
18 performed by the Contractor. The following events must occur before the
19 completion date can be established:

- 20
21 1. The physical work on the project must be completed; and
22
23 2. The Contractor must furnish all documentation required by the contract
24 and required by law, to allow the Contracting Agency to process final
25 acceptance of the contract. This notification of date of completion will
26 not constitute acceptance of the work by the Contracting Agency.

27
28 All calendar days will be charged as working days regardless of whether or not
29 the Contractor actually performs work on the project, provide however, a
30 suspension of work may be declared by the Engineer as outline in these
31 Specifications under the sub-heading **Suspension of Work**.

32
33 During the life of the contract, each successive calendar day shall be charged to
34 the contract as it occurs, except any day or part thereof which is suspended by
35 the Engineer. The Engineer will furnish the Contractor a weekly statement
36 showing the number of calendar days charged to the contract for the preceding
37 week, the number of calendar days for physical completion of the contract, and
38 the number of calendar days remaining to physically complete the contract. The
39 Contractor will be allowed 10 calendar days from the date of the report in which
40 to file a written protest of any alleged discrepancies in that weekly statement;
41 otherwise, the statement shall be deemed to have been accepted by the
42 Contractor as correct.

43
44 The Contracting Agency anticipates that the Contractor will continue to work
45 during adverse weather conditions. The Contractor shall schedule the work to
46 minimize the effect of adverse weather. The Contractor shall also protect the
47 work site from the effects of adverse weather or take other extraordinary
48 measures such that the work can be completed within the time established in
49 the contract. The cost of protecting the work site from the effects of adverse
50 weather or other extraordinary measures shall be included in the unit bid prices
51 for the work involved.

52
53 The Contractor shall schedule and conduct operations such that all work
54 conforms with the Plans, these Specifications, and other requirements of the
55 contract.